



FIXED PRICED
NON-RESEARCH & DEVELOPMENT CONTRACT

CONTRACT NO.

SPECIMEN CONTRACT

BETWEEN

CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY
(The "Institute" or "JPL")
4800 OAK GROVE DRIVE
PASADENA. CALIFORNIA 91109-8099

AND

THIS CONTRACT FOR
REPRODUCTION AND DUPLICATING SERVICES

IS A

SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT NAS7-1260

TASK ORDER NO. None

FIXED PRICE: \$

CEILING PRICE FOR SPECIAL EVENTS: \$

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PREAMBLE

This Contract, entered into on _____ by and between the CALIFORNIA INSTITUTE OF TECHNOLOGY (hereinafter called the "Institute" or "JPL"), a corporation organized and existing under the laws of the State of California, and _____ (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of _____, and constituting a subcontract under NASA Prime Contract NAS7-1407 between the Institute and the Government;

WITNESSETH THAT

The Contractor agrees to furnish and deliver the supplies and perform the services set forth in this Contract for the consideration stated herein.

SCHEDULE

ARTICLE 1. STATEMENT OF WORK

The intent of this Contract is to obtain duplicating/reproduction services, bindery services, and document distribution services for the Jet Propulsion Laboratory.

1.0 GENERAL REQUIREMENTS:

Except as described in Section 2.0, LIMITATIONS, of Article 1 of this Contract, the Contractor shall provide all duplicating, reproduction, bindery, and document distribution services for the Jet Propulsion Laboratory. In the performance of this effort, the Contractor shall:

1.1 Staff, equip, operate, supply, and maintain the following facilities:

1.1.1 Five on-site "quick service" reproduction centers in the following locations at the JPL main facility, 4800 Oak Grove Drive, Pasadena, California:

Building 171, room 105
Building 180, room B5
Building 230, room B13
Building 264, Room 113S
Building 303, Room 301

1.1.2 One engineering reproduction center in JPL Building 111.

1.1.3 One off-site facility that has the same capabilities as the JPL on-site facilities in building 171.

1.2 Provide networked computers at each on-site center, and the off-site facility. The networked computers shall:

1.2.1 Provide job tracking in accordance with paragraph 1.8 of this Contract;

1.2.2 Create job estimates and access JPL internal websites for customer account code verification and customer signature approval authority in accordance with paragraphs 1.5.2 and 1.5.3 of this Contract

1.3 Provide the following customer services:

1.3.1 Reproduction services in accordance with JPL-approved Service Requests consisting of Exhibit 1, Reproduction Quick Service Order, JPL Form 3771, or Exhibit 2, Reproductions Order, JPL Form 0199-S, as appropriate:

- 1.3.1.1 Black and white or full color copies up to 11 inch by 17 inch size for size with a minimum copy quality of 600 dpi. Paper shall be 24 lb for B&W copies and 28 lb for color copies.
 - 1.3.1.2 Two-sided copies from one and two-sided originals.
 - 1.3.1.3 Copies on alternate paper stocks if specified in the Service Request, including but not limited to transparency material, 65-lb coverstock, 20-lb color bond, and 90-lb. index.
 - 1.3.1.4 Full-color copies, single-sided and back-to-back, color editing, color creations, reductions, and enlargements.
 - 1.3.1.5 Black and white reproduction on bond and vellum paper from hard copy or digital file of engineering drawings, facilities drawings, and miscellaneous requests in sizes up to 36 inches by run.
 - 1.3.1.6 Color reproduction of oversize material up to 36 inches by run from hard copy or digital file. Provide scanning to digital file.
 - 1.3.1.7 Wide-format scanning and copying, up to and including 36" wide by up to and including 30' long, in black print and color.
 - 1.3.1.8 Copying of bound books, bound periodicals, loose journals and other documents from the JPL Library. Books must be protected from damage of the spine during copying and must clearly reproduce the entire page without distortion
- 1.3.2 Bindery-related services including, but not necessarily limited to, the following:
- 1.3.2.1 Punch suitable and comb bind with plastic combs
 - 1.3.2.2 Punch suitable and coil bind.
 - 1.3.2.3 Punch suitable and bind with Acco fasteners.
 - 1.3.2.4 Bind with tape. Tape shall cover the entire binding edge. Adhesive shall hold publication together under normal handling and usage.
 - 1.3.2.5 Trimming four sides.

- 1.3.2.6 Saddle-wire stitch in two places and trim three sides.
Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right of the stitches shall not be allowed.
- 1.3.2.7 Padding as indicated. Back with .0512 mm (0.020") chipboard, newsboard, or equal.
- 1.3.2.8 Machine fold or hand fold up to 11" x 17" as indicated on the Service Request.
- 1.3.2.9 Fold large format engineering drawing prints per folding dummy, with title block on top.
- 1.3.2.10 Insert folded material into envelopes.
- 1.3.2.11 Provide two- and three-hole drilling.
- 1.3.2.12 Provide collating and inserting.
- 1.3.2.13 Shrink Wrapping – chipboard for backing.
- 1.3.2.14 Page Numbering
- 1.3.2.15 Three ring binders: one to three inch binders with front, back, and spine transparent sleeves.
- 1.3.2.16 Dividers Tabs – extend 13 mm (1/2") beyond text at outside. Angle/slash or die-cut to produce tabs. Drill or punch like text. Insert into text in proper positions.
- 1.3.2.17 Divider Tab creation – typeset of tab titling with or without customer provided artwork.
- 1.3.2.18 Insert pages into three ring binders.
- 1.3.2.19 Insert two- or three-piece covers into clear vinyl pockets of binders.
- 1.3.2.20 Perforating/scoring.
- 1.3.2.21 Banding with Kraft paper bands.
- 1.3.2.22 Cutting of bond and cardstock.
- 1.3.2.23 Laminate material up to 11 x 17" size with 5-mil and 10-mil thickness.

1.3.3 Digital Electronic Duplicating

Provide electronic document submission and digital duplicating services in accordance with authorized service requests and as follows.

1.3.3.1 Provide B&W and full color digital electronic duplicating.

JPL's interface for transmitting documents, tracking, and querying shall be the web-based E-Copy currently operating at JPL (JPL-customized version of Xerox Document Express).

1.3.3.2 Accept digital files for duplicating in Postscript, PDF, or native format. Convert native files and have knowledge in different software applications to assist customers.

1.3.3.3 Manage the Electronic Job Submission queue, this should include, but not be limited to, pre-flight, releasing job to production, and rerouting jobs to any satellite print centers to balance work loads.

1.3.3.4 Have available different software applications to load native files for conversion. e.g., MS Word, MS Excel, PowerPoint, Photo Shop, Adobe Illustrator, Quark Express, Page Maker, as well as other word processing applications both PC and MAC based.

1.3.3.5 Provide education and training for customers in the use of electronic digital duplicating.

1.3.3.6 Assist customers in the set-up of jobs and installation of necessary print drivers. Assist customers to satisfactorily resolve any printing problems.

1.3.3.7 Provide print-on-demand capability for stored documents.

1.3.3.8 Provide quality control of all completed jobs prior to delivery to customer.

1.3.3.9 Provide digital document assembly and make-ready as required.

1.3.3.10 Provide merging of multiple files into documents.

1.3.3.11 Provide burning of CD's as requested by customer.

1.3.4 Document Distribution

Provide document distribution services in accordance with authorized Service Requests and as follows.

1.3.4.1 Create, revise, and maintain, from JPL input, distribution lists in a database. Maintain unique identification for each list.

1.3.4.2 Receive daily updates of human resources data from the Institutional Systems to assure accurate distribution list information.

1.3.4.3 Provide daily update of human resources data to JPL Electronic Information Systems (EIS) for electronic mail distribution, via File Transfer Protocol (FTP).

1.3.4.4 Print individual addresses on documents, envelopes or labels as required.

1.3.4.5 Apply labels to documents, booklets, brochures, etc., as required.

1.3.4.6 Provide stuffing, sorting and label application services.

1.3.4.7 Package and deliver to internal mail systems as required. Orders may require acceptance and labeling of pallets of material. Bulk delivery to JPL Mail Services on the main Laboratory will be required.

1.3.5 Courier Service

1.3.5.1 Provide courier services that will pick up originals at the customer's office location for reproduction and will return the completed job and originals to the customer's office location or alternate location as specified by the customer.

1.3.5.2 Provide a contact phone number where customer's can request courier pick up. Ensure continued phone coverage to receive customer requests throughout the service day from 7:30 A.M. to 4:15 P.M. Collect customer job requirements and provide tracking of courier jobs.

1.3.5.3 Dispatch a courier to arrive at the customer's office location within 45 minutes from the time of the customer's call. Return the completed job by the date and time specified by the customer.

- 1.3.5.4 Provide service between customer locations at the JPL Oak Grove Site in Pasadena and JPL leased buildings located near the main facility, mail distribution points, and work sites staffed by the contractor. Provide delivery of training material to local hotels in the Pasadena and Arcadia area where JPL training courses are held.
- 1.3.5.5 Provide routing of jobs from the five on-site Quick Service Satellites for reproduction at the off-site facility as required. Provide a 5:00 p.m. pick-up at the building 171 satellite for overflow swing-shift work to be completed at the off-site facility.
- 1.3.5.6 Provide pick up of Library material at the JPL Library in building 111 for reproduction. Contractor shall deliver back Library material and copies to the JPL Library. Library material shall be picked up and delivered twice daily.
- 1.3.5.7 Provide pick up of engineering drawings from the Engineering Document Service Group in building 111 for overflow large format engineering reproduction at the off-site facility.

1.4 System Administration

- 1.4.1 Provide a full-time system administrator to support JPL-provided and contractor-provided systems used in the operation of this contract. All system administration processes and procedures shall adhere to JPL D-7155, JPL Automated Security Requirements for System Administrators **included as Exhibit No. 5** and to JPL D-7223, JPL Information Technology Security Requirements Document for Computer Users **included as Exhibit No. 6**. The system administrator's responsibilities shall, at a minimum, include ID administration and folder setup for access, data transmission among systems, creation/deletion of network printer queues, system backups, virus scans, problem identification and resolution, and technology upgrades. The System Administrator shall work with JPL IT organizations and network security to ensure JPL policies and procedures are adhered to and shall acquire JPL provided IT security training.
- 1.4.2 Provide to JPL-designated personnel root level access to all systems managed under this contract.

1.5 Customer Focus

Provide a customer service organization that meets or exceeds the following requirements:

- 1.5.1 Staff and operate a customer counter in each duplicating satellite adequate to provide immediate service to customers. Assist customers in filling out Service Requests, defining job requirements, and job scheduling.
- 1.5.2 Provide sufficient skilled personnel under this contract for duplicating/reproduction, bindery services, document distribution, and courier service both on-site and off-site as needed to ensure customer required delivery dates and times are met with highest customer satisfaction. Contractor shall provide for trained back-up employees as needed for normal employee leave, illness, etc.
- 1.5.3 Validate customer account codes and customer signature approval authority (SAA) prior to running jobs. Query for validation and signature approval will be through JPL internal websites listing the JPL chart of accounts and signature approval authority of personnel. Signature approval authority specifies the dollar amount that each person is authorized to sign for and approve. Valid account codes and appropriate signature approval authority must be obtained prior to running jobs.
- 1.5.4 Provide customers with job estimates. Customers shall be kept informed of any cost changes in the estimate during production. Contractor is responsible for providing a method of calculating a cost estimate.
- 1.5.5 Utilize different communication techniques to continuously inform JPL personnel of products and services available under this contract and the mechanisms for acquiring these services.
- 1.5.6 Promote the use of electronic submission of documents. On a regular basis, use communication techniques to disseminate information on electronic printing and the benefits of sending documents electronically. Provide presentations, demonstrations, and training.

1.6 Service Day

The service day shall be between the hours of 7:30 AM and 4:15:PM Pacific Local time during normal JPL workdays. The JPL Contract Technical Manager will advise the Contractor in writing each year of the JPL holidays to be observed.

Shifts:

First shift: 7:30 AM to 4:15 PM

Second shift: 4:00 PM to 12:00 midnight

On-site at Building 171 and the contractor off-site facility shall have a second shift between the hours of 4:00 PM to 12:00 midnight.

Overtime may be required to meet urgent customer deadlines. Overtime must be approved by the JPL customer in writing.

1.7 Quality Control

Implement and maintain a proactive quality control program.

- 1.7.1 The Contractor shall implement a system to ensure quality control of all contract products and services. The Contractor shall prepare a Quality Plan and shall document key processes and procedures. The Quality Plan is used to document the specific details of the contractor's Quality Management System (QMS) related to a specific product or process.
- 1.7.2 The services performed under this Contract shall be done in a professional manner and shall at least meet generally accepted commercial standards. When the customer is not satisfied, work shall be immediately redone at the Contractor's expense. However, any rejected orders reprinted by the Contractor that are in dispute, will be handled as follows: The originals, random copies of each production run, and a written statement as to the facts will be presented to the JPL Contract Technical Manager who will resolve the dispute in accordance with the specifications.
- 1.7.3 Unless otherwise directed, copies shall represent the original as closely as possible with reference to position of the data on the page, fidelity to the original, quality of print, size of the print, fidelity to the original color, page order, etc. Smudged, off-center, bent, spindled, or out of order copies shall not satisfy the intent of this Contract and the intended definition of professional and generally accepted commercial standards. Copies shall be free of background tone. Loss of Information for any reason is assessed as a critical defect.
- 1.7.4 Contractor shall perform thorough quality checks prior to delivering jobs back to the customer's location. Checks shall include but not be limited to, quality of product and verification of all work performed as requested by customer.
- 1.7.5 Check copies shall be delivered at the customer's request to the customer's location. The customer must approve prior to production. Additional check copies will be handled in the same manner.

- 1.7.6 Due to constant and on-going changes required, during production, the Contractor may be required to make multiple changes, modifications, revisions and/or Author's Alterations to work in progress, up to time of delivery and after. The schedule will be extended only for the production time required to make the changes, no additional time will be allowed. The JPL customer must first justify any overtime required in writing.
- 1.7.7 The Contractor shall implement a system to provide performance standards to JPL. Performance standards shall cover, but not be limited to, customer satisfaction, quality control, contractor error rates and jobs needing to be reran, turn around time, number and percentage of jobs completed on schedule per customer request, and number and percentage of jobs missing schedule.
- 1.7.8 Standards Of Performance
 - 1.7.8.1 Customer satisfaction shall be maintained at 98% or higher. Customer satisfaction metrics will be collected bi-annually by the JPL Contract Technical Manager through customer satisfaction surveys. (per Exhibit 3)
 - 1.7.8.2 Customer required due dates and times (as on the written service request) shall be met by the Contractor or negotiated with the customer with the intent of meeting delivery schedules 98% of the time or better (per Exhibit 3).
 - 1.7.8.3 Customer jobs shall be completed accurately as specified by customer instructions eliminating the need for re-run's 98% of the time or better (per Exhibit 3).
 - 1.7.8.4 Customer job information shall be collected accurately and submitted electronically to the internal JPL billing system weekly for crosscharging to customers (See Tracking System 1.10.1). Accurate and timely submission shall be 99% or better (per Exhibit 3).
 - 1.7.8.5 Contractor invoices to JPL shall be accurate and submitted monthly on time 100% of the time (per Exhibit 3).

1.8 Tracking System

Plan, develop, implement, and maintain information systems to identify and receive service requests, record the requester's name, account number, badge number, section, phone, NASA document categories (scientific, public communication, administrative, statistical), title of document,

products/services performed, itemized costs, and date/time-in, date/time required, and date/time-out. The Contractor is responsible for building the upload of costs to import into the JPL billing system for crosscharging to the customers. Provide an itemized bill for service, collect costs, identify performance variance, etc. A system for job tracking and accountability will need to be installed and operational in the five quick service satellites and off-site facility. Tracking software needs to be integrated for job querying. The system to provide this capability will not be JPL furnished.

1.9 Supplies and Materials

- 1.9.1 Consumables required to maintain equipment, e.g. toner, fuser, tape binding, staples, etc., will be provided by the contractor and included in the contractor costs. Contractor will be responsible for removal of all empty toner, developer, and fuser containers from the JPL facility. Contractor will bear all paper and material costs associated with "Make-ready and Job Setup".
- 1.9.2 Paper stocks shall meet the variety and quality specified in accordance with "Government Paper Specification Standards, no. 11". All text paper used in each copy must be of a uniform shade. For reference, see Government Paper Specification Standards at <http://www.access.gpo.gov/qualitycontrol/paperspecs/index.html>
- 1.9.3 Provide premium services as requested on service requests. Assure billing systems can accommodate allocating premium charges to the requester. Premium services are those with delivery requirements, paper stocks, bindings, special handling, etc., that exceed service levels anticipated by this Contract. Contractor billing for premium services will be supported by documentation as to customer job number listing, purchase order/receipt for special papers, etc. and must be approved in advance by JPL CTM.
- 1.9.4 The use of recovered materials in this contract is promoted to the maximum extent practicable, provided all specifications requirements are met. Contractor is required to supply paper and paper products that contain 30% post consumer material in accordance with FAR 52.204.4 "Printed or Copied Double-Sided on Recycled Paper" and Section 101 of Executive Order 13101 of September 14, 1998. A waiver must be submitted to the CTM on paper products that do not meet this requirement.

1.10 Technology Integration

The Contractor shall perform assessments on the state of technology throughout the contract period of performance and apply new technology as necessary to meet JPL's requirements.

1.10.1 New equipment hardware/software technology integration will be the responsibility of the contractor as necessary to satisfy current and future customer requirements at the contractor's cost. Technology enhancements to meet new customer requirements that are not included in this contract will be evaluated by JPL and the Contractor prior to any agreement or commitment to funding.

1.10.2 The upgrade, installation, or removal of equipment will be at the Contractor's expense. Provide a minimum 60-day notice of any proposed change in equipment hardware/software pending approval from the JPL Contract Technical Manager.

1.10.3 Technology changes, whether they are additions, removals, or modifications shall be reviewed by the internal IT Support organization before any commitments are made for such changes. This includes, but is not limited to, any of the software and hardware used for data integration or sharing.

1.11 Communication Links

Provide communication links with JPL adequate to accept service requests through the World Wide Web (WWW) of the Internet and electronic mail. The equipment used by the Contractor shall be compatible with and not degrade transmissions at the T1 rate.

1.12 Primary Interface

Provide an individual to act as the primary interface with the JPL Contract Technical Manager to facilitate the day-to-day conduct of the Contract within the general scope of this Statement of Work.

1.13 Contract Reports

Contractor shall submit a monthly management report to JPL in a format to be agreed upon by the parties of this contract. The report shall include, but not be limited to, the following: production reporting, percentage of jobs sent electronically, equipment uptime/downtime, summary of the previous month's activities, problems encountered within the Contractor's area of responsibility, general concerns and issues within the Contractor's areas of responsibilities, cost reporting and variance analysis, and proposed system improvements (as required).

1.14 Contract Meetings

In addition to regular daily contact, the Contractor shall meet with the JPL Contract Technical Manager and/or designated customer representative quarterly to discuss activity status, appropriateness, and effectiveness of all metrics, customer satisfaction, potential problems, resolution of those problems, cost reporting and variance analyses, and proposed system improvements.

1.15 Copyrighted Material

Contractor shall not knowingly reproduce copyrighted material unless customer has written permission to reproduce copyrighted material. Without proper authorization, Contractor shall be responsible to defend and pay for any resultant legal actions.

1.16 Non-Business Related Material

Contractor shall not reproduce non-business related material such as: non-work related articles, flyers for birthday parties, work pertaining to volunteer organizations or other businesses, theses, or dissertations, or any other personal use.

1.17 Unauthorized Distribution

Even though unclassified, all documents being produced by the Contractor are considered sensitive internal information of the JPL and shall not be further copied, extracted, used, or distributed without JPL written permission.

1.18 Security Clearance Requirements

The Contractor shall be required to obtain a minimum of two (2) individuals with clearance to the Secret Level.

1.19 Handling of proprietary and discreet data

1.19.1 Any data provided by JPL or the Institute under this contract for duplication or reproduction shall not be used or disclosed by the Contractor to any other party unless provided for in the Contract.

1.19.2 Any data designated "discreet" is considered sensitive information of such a nature that its disclosure could be adverse to the best interest of JPL or the Institute. Disclosure of discreet information, either in writing or orally, to any person, other than the originator of the order under the contract is prohibited.

1.19.3 The Contractor shall develop an operating procedure to handle and protect "discreet" information, for approval by JPL. Upon approval by JPL the Contractor shall implement the operating procedures when handling, duplicating, and delivering JPL designated discreet material.

1.20 Foreign National access to JPL material or JPL's internal web-space

1.20.1 The Contractor shall not allow access by any Foreign National to JPL material or JPL internal Web Space in performance of this Contract without express approval by JPL Administrative Security and the JPL International and Legislative Affairs Office.

1.20.2 The Contractor must ensure that any forms required for National Agency Checks are completed by Foreign Nationals who are to perform work under this Contract as requested by JPL in order to determine eligibility for access to sensitive material.

1.21 Commercial Work

No work other than requested by JPL may be done in the on-site JPL facilities.

1.22 Transition Phase-In

Provide a phase-in plan for JPL approval detailing how the Contractor intends to assume responsibility of JPL's reproduction and copy services. Include details on timing, worksteps, staffing, hardware/software, and critical paths to ensure an orderly and smooth transition. Provide plan to include all software and hardware that uses shared data.

2.0 LIMITATIONS:

The following work is not part of this contract:

- Walk-up copier service
- Desktop network printers

3.0 APPLICABLE DOCUMENTS: N/A

4.0 JPL RESPONSIBILITIES:

- 4.1 Facilities and Equipment. JPL will provide the Contractor the use of certain JPL owned facilities and materials, in "as-is" condition, for use only in connection with this contract with this contract. The use of JPL furnished property and services for other purposes is prohibited.
- 4.2 Availability of Utilities. JPL will furnish at no cost to the Contractor the following utility services to existing outlets for the Contractor's use in those on-site facilities for the work performed under this contract: electricity, network drops, existing phones, natural gas, fresh water, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the Cognizant Negotiator.
- 4.3 Mail Service. JPL will provide internal (within the Center) mail service. Mail service outside the Center shall be arranged and paid for by the Contractor.
- 4.4 Emergency Medical Services/First Aid. Contractor personnel who sustain injury or become ill on-site may be examined and/or given first aid treatment at the JPL Dispensary at Building 310 (telephone 4-3319) between the normal first shift hours, the contractor may utilize the JPL 911 system to access Emergency Medical Response. All injuries sustained on-site must be reported by the submittal of a JPL Mishap Report to the Cognizant Negotiator immediately whether treated at the JPL facility or elsewhere.
- 4.5 JPL-Furnished Equipment (GFE). JPL will provide the Contractor with the equipment and software listed below:

4.5.1 Located in Building 171 duplicating satellite:

Xerox DocuTech 6155 digital b&w duplicator
 Xerox DocuColor 2060 digital full color duplicator
 Sun Ultra 2 Controller for Xerox DocuTech 6155
 Creoscitex 2000 CSX print controller for Xerox DocuColor 2060
 Xerox DigiPath production hardware/software and scanner
 GBC electric comb punch
 GPC electric comb binder
 Challenge single spindle paper drill

4.5.2 Electronic Printing Job Submission

E-Copy (JPL customized version of Xerox Document Express) web job submission hardware and software.

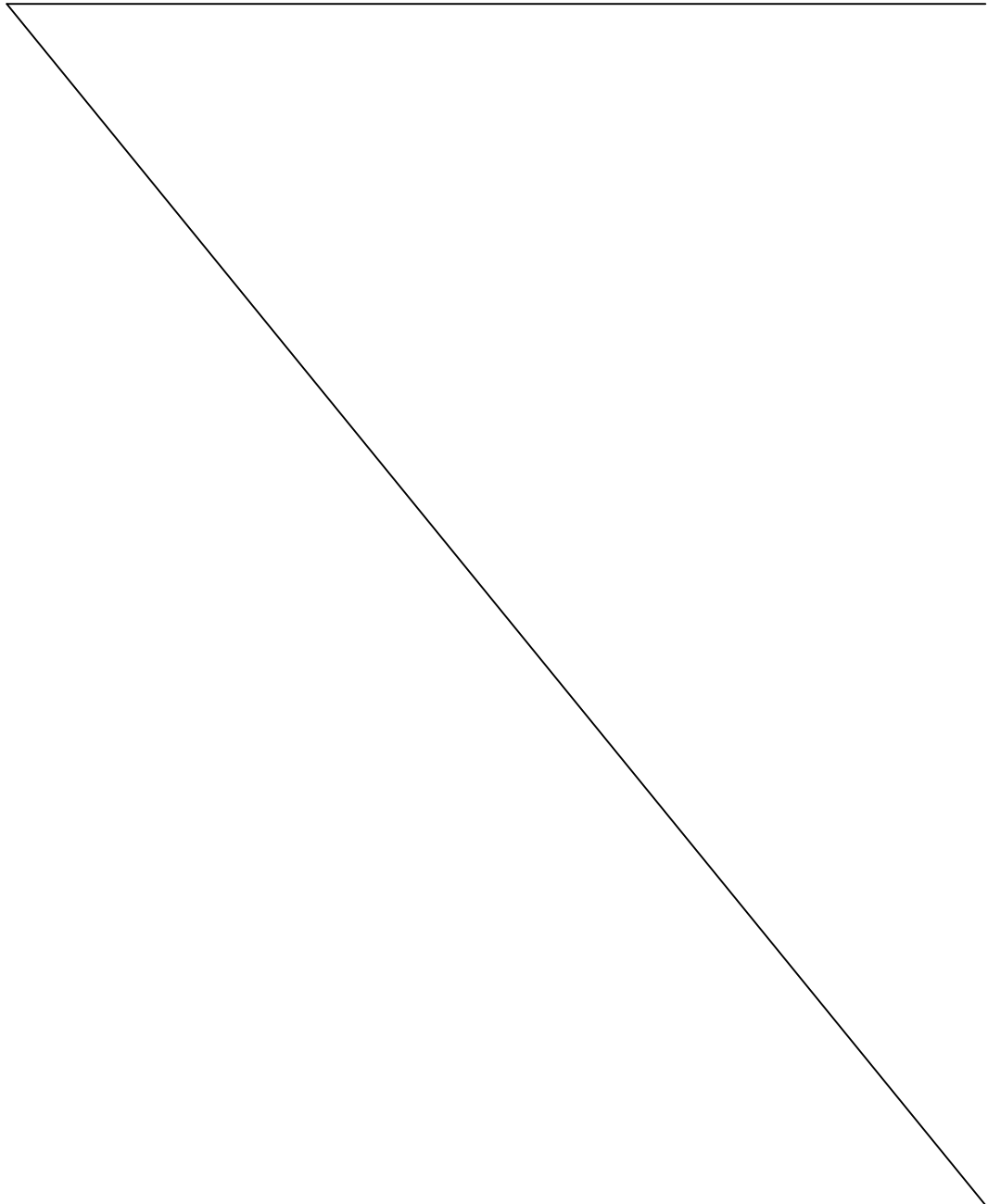
4.5.3 Document Distribution

Software for creating and maintaining distribution lists
 Daily updates of Human Resources data
 Label Printer for printing addressing on labels
 Inkjet Printer for printing addressing on material such as envelopes

4.6 JPL-Furnished Materials. JPL will provide the Contractor with the materials listed below:

4.6.1 Envelopes with preprinted JPL return address for mailing. Furnished envelopes will be the same sizes and styles as the contractor to furnish envelopes.

4.6.2 Reproduction Quick Service Order, JPL Form 3771, Reproductions Order, JPL Form 0199-S, Electronic Service Orders, and Collation guides.



ARTICLE 2. DELIVERY OR PERFORMANCE SCHEDULE

- 1.0 Except as otherwise provided in this Contract, the point of inspection, acceptance and delivery of all supplies under this Contract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109. All such supplies shall be packed, boxed, or crated in such a manner as to ensure safe delivery and shall be shipped prepaid to JPL.
- 2.0 Time is of the essence in the performance of this Contract.
- 3.0 The term of this Contract Shall commence on the date of this Contract and shall continue through three (3) years from said date, unless the three (2) options, as specified in Article 4, have been exercised, or the date of completion or cancellation of this effort under any Reproduction Order (Repro Order) then outstanding, whichever is later. However, work being performed under an outstanding Repro Order should end no later than 3 months after date of Contract completion and in no event shall JPL issue any Repro Order subject to the Additional General Provision titled "Prime Contract Expiration – Fixed Price," nor shall the Contractor perform work on any Repro Order issued after such date.
- 4.0 The Contractor shall furnish and deliver the supplies and perform the services required by Article 1, STATEMENT OF WORK, and Exhibit 3 titled "PERFORMANCE METRICS", respectively, in accordance with the following schedule:

<u>ITEM</u>	<u>ON OR BEFORE</u>
4.1 Implement the approved Transition Plan, as specified in Article 1, paragraph 1.22	On day 1 of Contract
4.2 Implement Tracking System, as specified in Article 1, paragraph 1.8.	On day 1 of Contract
4.3 Provide reproduction and duplicating services as specified in Statement of Work, Article 1	On day 1 of Contract
4.4 Implement a Quality Plan to assure quality control of all contract products and services. as specified in Article 1, paragraph 1.7.1	On day 1 of Contract
4.5 Provide daily updates of human resource data , as specified in Article 1, paragraph 1.3.4.3	Daily
4.6 Submit a management report, as specified in Article 1, paragraph 1.13	Monthly

ARTICLE 3. PRICE AND PAYMENT

1.0 Total Fixed Price for Contract Services: \$

2.0 Internal JPL Customer Billing

Billing shall be (at a minimum) submitted weekly in database format, original service requests, and agreed upon by the parties of this contract and shall include service request number, requester's name, requesters badge number, approvers name and badge number, service code, date of service, NASA document category, requester's account, requirements of the request, and itemized bill for service.

3.0 Equitable Adjustment

The total fixed price per month (and the total fixed price for the Contract) shall not be subject to re-negotiation during the term of the Contract due to any differences in quantity of transactions (work volume) actually experienced for **Black & White (B&W) and Color impressions** as compared to the historical data and estimates provided in Exhibit No. 7, titled "JPL Duplicating Services Production Data, dated 04/25/03, of the Contract unless the actual *overall* average (i.e., not individual duplicating center) on an annual basis of the quantities experienced by the Contractor in performance of this Contract varies more than 25 percent above or below the historical or estimated quantities reflected in Exhibit No. 7. In such case (i.e., excess of 25 percent overall average variation on an annual basis) an equitable adjustment in the Contract Price shall be negotiated and made upon the demand of either party. Such equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the quantities reflected in Exhibit No. 7, and shall be made retrospectively only, applicable to the one-year period for which the equitable adjustment is made. Only **Black & White (B&W) and Color impressions** will be considered for equitable adjustment, no other services in this contract will be considered.

Note: The definition of an impression for this contract is one single-sided 8.5"x11" unit. A double-sided 8.5"x11" copy would be considered two impressions.

4.0 Other Direct Costs

- 4.1 Travel, and costs associated therewith, shall be negotiated as needed.
- 4.2 Any other costs shall be substantiated during negotiations as requested by the JPL Contract Negotiator.
- 4.3 Profit shall not be allowed on Other Direct Costs. All profit is included in the Labor Rates specified in subparagraph (2.0) above.

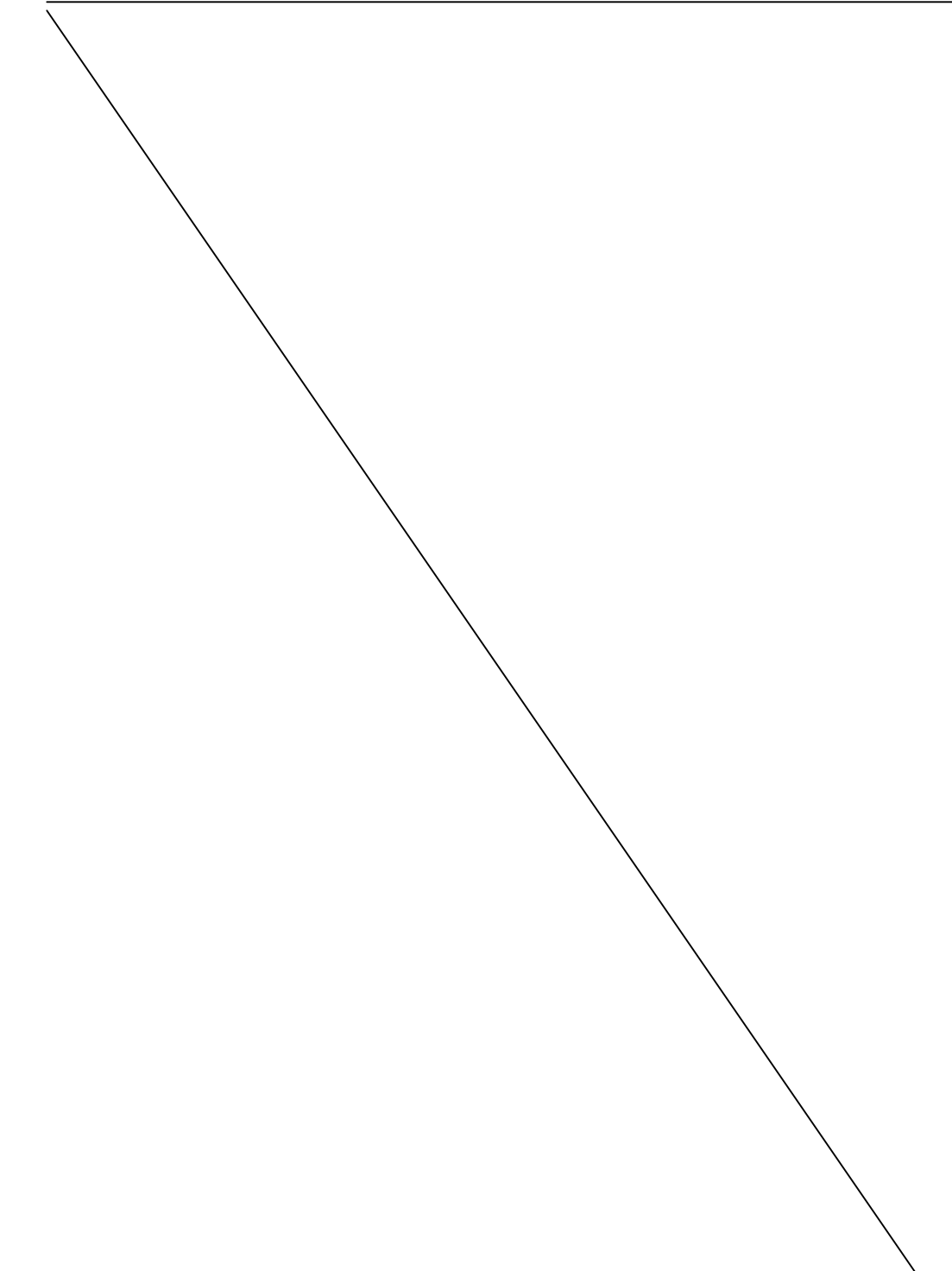
5.0 Invoicing

5.1 An original and two (2) copies of invoices shall be submitted to:

JPL Subcontract Payment Group
Mail Stop 601-208
4800 Oak Grove Drive
Pasadena, California 91109.

6.0 Wage Determination

Pursuant to paragraph (c)(3) of the ADDITIONAL GENERAL PROVISION titled "SERVICE CONTRACT ACT OF 1965, AS AMENDED - LONG FORM" to this Contract, Exhibit 1, titled "Wage Determination No.: 1994-2047, Revision No. 22," dated 9/10/2002, is attached to this Specimen Contract for information only (Exhibit 4).



ARTICLE 4. OPTION PROVISION

1.0 Issuance of Option

- 1.1 The initial three (3) year contract term may be extended by JPL at its discretion via unilateral modification on the basis of contractor performance, resulting in a contract period lasting a minimum of three (3) years from date of contract execution to a maximum of five (5) years from date of contract execution. The decision to award a one 2-year option or two 1-year options will be based on a continuing need for the service, the availability of funding and the Contractor's performance. There is no guarantee that JPL will continue this Contract beyond the initial 3-year basic period.
- 1.2 JPL will provide the Contractor preliminary notice of its intent to exercise an extension ninety (90) days prior to the expiration date of the current Contract effort; however, such preliminary notice of intent will not be deemed by the Contractor as a commitment by JPL to exercise said extension. JPL may exercise the extension by issuance of a modification to the Contract at any time prior to the expiration of the Contract.

2.0 Monitoring of Performance

The Contractor will be evaluated every six (6) months during the initial 3-year base period and every six (6) months prior to exercising each Option to provide feedback to the Contractor. The Contractor's performance will be evaluated by the Contract Technical Manager in accordance with paragraph 3.0 (below). The Contract Technical Manager will evaluate the Contractor's performance as unacceptable, acceptable or excellent defined as follows:

2.1 Unacceptable

The Contractor's performance does not meet or conform to the Contract requirements. If the Contractor's performance is determined to be unacceptable for the first year of the Contract, JPL will initiate a new acquisition during the second year of the base performance period.

2.2 Acceptable

The Contractor's performance conforms to or meets Contract requirements but does not meet incentive objectives. If the Contractor's performance is determined to be acceptable, the Contractor neither gains nor loses any contract term.

2.3 Excellent

The Contractor's performance meets the incentive objectives and earns an award term. If the Contractor's performance is determined to be excellent, the Contractor earns an award term extension.

2.4 Contractor's Self Assessment

The Contractor shall submit a self-assessment to the JPL Contract Negotiator within 7 days after the end of the evaluation period. The assessment should contain any information that the Contractor wishes to provide the JPL Contract Negotiator for use in evaluating the Contractor's performance.

2.5 Inconsistent Performance

Inconsistent performance by the Contractor (i.e acceptable or excellent performance for one period followed by a period of unacceptable performance) will not earn the Contractor an award extension. At JPL's discretion, JPL may cancel all remaining award terms based on the Contractor's inconsistent performance.

3.0 Performance Evaluation Criteria

The Contractor's performance in the following areas will be evaluated:

3.1 Program Management

3.1.1 Contract Compliance

3.1.1.1 The Contractor's ability to perform and accomplish the Article 1 tasks and their ability to implement and accomplish contract changes issued by JPL via formal contract modification.

3.1.1.2 The Contractor's ability to perform and accomplish additional short term tasks assigned via CWO.

3.2 Human Resources

3.2.1 The Contractor's ability to rapidly replace outgoing personnel with incoming personnel who are qualified within a short lead time and support unplanned peak workload, employee terminations, absences, etc.

3.3 Technology Integration

3.3.1 The Contractor's ability to utilize new technology to streamline services with little or no disruption to ongoing services.

3.4 Quality Control

3.4.1 The Contractor's methods, procedures, and controls have fulfilled the contract requirements.

3.5 Reporting Compliance

The Contractor's ability to submit Contract required reports in accordance with the Article 2 delivery schedule and how complete the reports are.

3.6 Standards of Performance

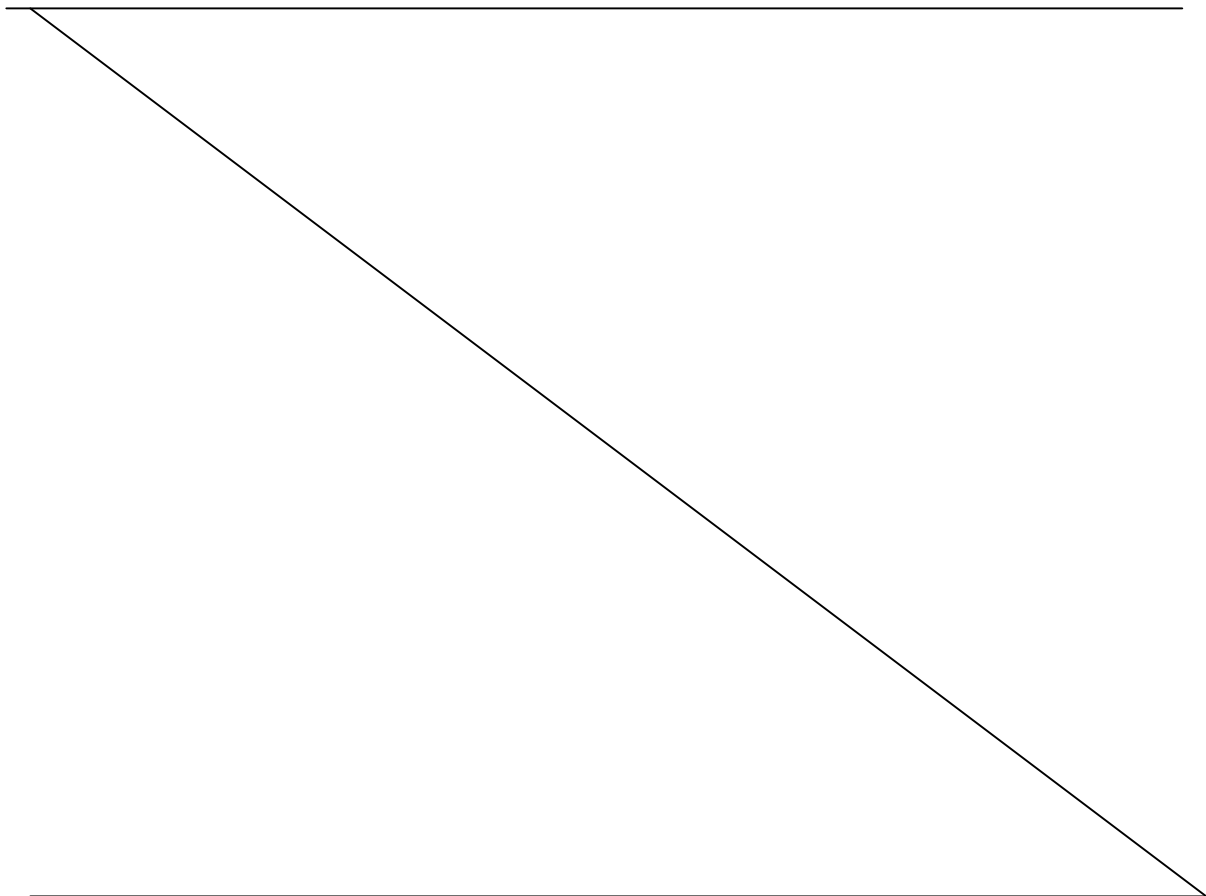
The Contrator's ability to meet or exceed the Standards of Performance as stated in Article 1, paragraph 1.7.8

4.0 Price Adjustment

4.1 Service Contract Act Adjustment

Upon the exercise of an extension, JPL reserves the right to adjust the wage rates and fringe benefits required to be paid the affected Contractor personnel per the Wage Determination attached to this Contract pursuant to the requirements of the Additional General Provision of this Contract entitled "Service Contract Act of 1965, as Amended (Long Form)." That adjustment and a corresponding equitable adjustment of the Contract price shall be negotiated upon the issuance by the Department of Labor of a new Wage Determination to cover the extension period.

5.0 Except as modified by this Article, all terms and conditions as stated in the Basic Contract, including any modifications thereto, shall continue in full force and effect for the extension period(s).



ARTICLE 5. SPECIAL PROVISIONS

1.0 Conduct and Separation.

All Contractor personnel working in-residence at a JPL facility will be expected to conduct themselves in accordance with JPL standards of conduct, as described in "Standards of Conduct and Procedures for Handling Contractor Personnel Problems, Discipline, and Separation," form JPL 4412, which is incorporated into this Contract. The Contractor shall be responsible for ensuring that its personnel perform their JPL work assignments and conduct themselves in a manner acceptable to JPL. JPL may require the Contractor to separate any Contractor personnel from a JPL work assignment at any time for any lawful reason. In the event of such separation, the Contractor shall have the responsibility for reassigning or termination such Contractor personnel.

2.0 JPL Contractor Safety and Health Notification.

Contractor has signed and acknowledged receipt of a copy of "JPL Contractor Safety and Health Notification," form JPL 2885 (identifying applicable required documentation, safety requirements, emergency handling procedures, etc.), which is hereby made a material part of this Contract. The costs associated with compliance with all applicable requirements as identified on form JPL 2885 are included in the Contract pricing, and therefore, Contractor compliance with such requirements shall not entitle the Contractor to an equitable adjustment under the General Provisions of the Contract entitled "Safety and Health," and "Changes," or under any other provision of this Contract.

3.0 Key Personnel and Key Facilities.

3.1 The personnel and/or facilities, if any, specified below in paragraphs (2) or (3) are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify JPL reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. No diversion shall be made by the Contractor without the written consent of JPL; provided, that JPL may ratify in writing the change, and such ratification shall constitute the consent of JPL required by this Article. Paragraph (2) below may, with the consent of the Contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel and/or facilities, as appropriate.

3.2 The following Contractor personnel shall be considered Key Personnel under this Contract:

<u>Name</u>	<u>Area of Responsibility</u>	<u>Percentage of Time</u>
	On-Site Manager	100%
	System Administrator	100%
	Electronic Printing Specialist	100%
	Lead Personnel	100%

4.0 Personnel Processing

Contractor personnel shall report to the JPL Security Group Office for (i) check-in processing before commencing work and (ii) check-out processing when terminating. Separation check-out will include the return of all Government property and badges, documents, and tools which may have been provided by JPL during each individual's performance under this Contract.

5.0 Reimbursable Hours

Contractors are reimbursed only for the specific hours worked by their personnel, which have been authorized by JPL in accordance with corresponding contract terms. Contractors are not reimbursed for any scheduled time not worked due to their personnel being directed by JPL to leave, or not report to, their JPL workstations when JPL deems it to be unsafe or useless to work at their JPL workstations due to earthquake, fire, civil disturbance, hazardous materials (HAZMAT) incident, power outage, or other situations.

6.0 Service Contract Act Revisions.

The parties agrees that this Contract shall be amended, at the discretion of JPL, to incorporate any applicable Wage Determination issued by the US Department of Labor pursuant to the ADDITIONAL GENERAL PROVISION entitled "SERVICE CONTRACT ACT OF 1965, AS AMENDED - LONG FORM." The parties further agree that upon such an amendment, the parties will negotiate an equitable adjustment to compensate the Contractor for actual additional costs, caused by the applicability of the Act and the Wage Determination, payable from the effective date of the Contract or modification.

7.0 JPL may require Contractor personnel to perform work at locations other than JPL, Pasadena, in performance of this Contract. Reimbursement for travel expenses incurred by Contractor personnel in performance of such work shall be in accordance with JPL's travel reimbursement policy entitled "Contractor Employee Travel, Subsistence and Per Diem," which is attached as Exhibit 5 to this Contract.

8.0 Holidays.

8.1 For information and planning purposes, JPL observes the following holidays:

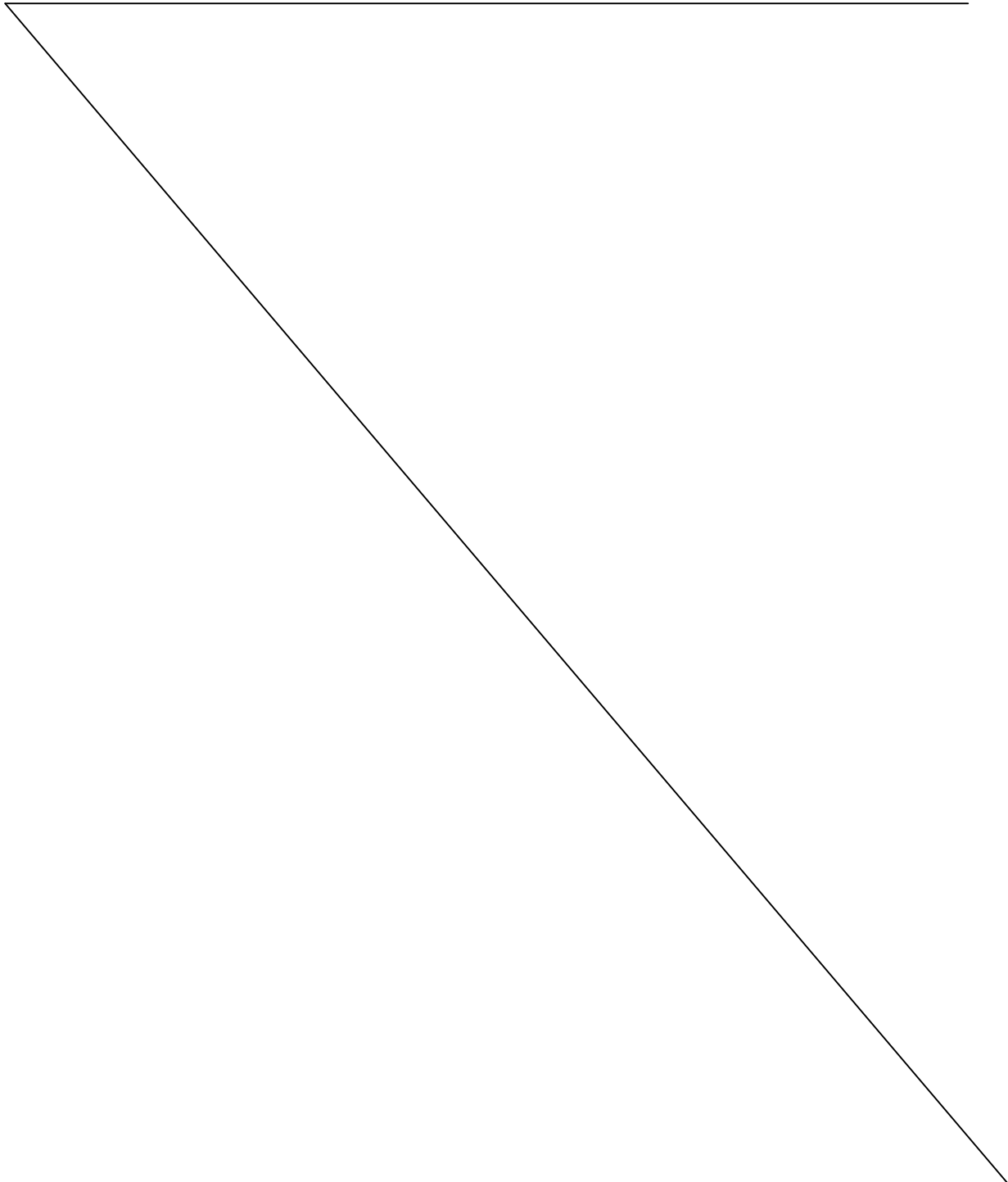
- New Years' Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Two (2) JPL Floater Holidays, determined yearly.

8.2 Holidays observed by Contractor personnel shall not affect mission operations, schedules, or performance.

ARTICLE 6. ALTERATIONS IN THIS CONTRACT

The following alterations have been made in the provisions of this Contract:

none



ARTICLE 7. LIMITATION OF JPL'S OBLIGATION

- 1.0 The Firm Fixed Price of this Contract is the amount set forth in paragraph 1.0 of ARTICLE 3, PRICE AND PAYMENT, subject to the limitations set forth in this Article.
- 2.0 Subject to Paragraph 6.0 below, the amount set forth in Period 1 of the following Incremental Liability Schedule reflects the maximum limitation of the Institute's liability for all purposes, including incurred costs, termination costs (including amounts payable with respect to subcontracts and settlement costs) and allowance for profit or fee:

INCREMENTAL LIABILITY SCHEDULE

<u>Period No.</u>	<u>Cumulative Maximum Liability</u>	<u>Terminal Date</u>
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- 3.0 It is anticipated that JPL shall, prior to the terminal date, if any, of the Period specified in the first line of paragraph 2.0 above, issue a Unilateral Modification to revise the maximum limitation to the amount set forth in the next successive period. The determination as to whether or not to issue such a modification shall be at JPL's sole discretion. In the event that JPL does not issue such a modification prior to the terminal date, this Contract shall, unless the Contractor requests a terminal date extension in writing prior to the terminal date, be deemed terminated for convenience and the Contractor shall proceed as if the Contractor has received a Notice of Termination pursuant to the GP Article entitled "Termination for Convenience." JPL shall, upon receipt of a written request from the Contractor for Terminal Date extension, immediately issue a unilateral modification extending the Terminal Date in accordance with Contractor's request. If the Contractor or JPL have reason to believe that any other change in the Incremental Liability Schedule would be in the best interest of the contract effort, the Contractor or JPL may notify the other party in writing to that effect, together with the requested change. If the Contractor and JPL agree with the requested change, the Incremental Liability Schedule will be revised by Supplemental Agreement to the Contract.
- 4.0 In the event that JPL issues such a UM to increase the liability after the terminal date, the Contract shall no longer be deemed terminated, and such UM shall have the same effect as if it had been issued prior to the terminal date; provided however, that if JPL's failure to issue the UM by the terminal date caused an increase of the cost of, or the time required for, performing this Contract, because the Contractor proceeded as if a Notice of Termination had been issued, an equitable adjustment shall be made in (i) the Contract Price, the time of performance, or both; and (ii) other affected terms of the Contract. The Contractor must assert its right to such equitable adjustment within 30 days of receipt of the UM. However, if JPL decides that the facts justify it, JPL may receive and act upon a proposal submitted before final payment of the Contract. Subject to paragraph 6.0 below, in the event that this Contract is terminated pursuant to this Article, or otherwise terminated by JPL pursuant to the GP Article entitled "Termination for Convenience," the cumulative liability amount set forth in the Incremental Liability Schedule for the Period referenced in the first sentence of paragraph 2.0 of this Article, reflects JPL's maximum liability notwithstanding anything to the contrary in the GP Article entitled "Termination for Convenience," or the value of supplies and services delivered to and retained by JPL.

- 5.0 The Contractor has used the Incremental Liability Schedule to plan its progress payments, partial payments, obligations and termination liability. It is a management prerogative of the Contractor to determine if any part of these elements are to be under funded or at risk (relative to the Incremental Liability Schedule) for any period of time. This is a firm fixed price type Contract. The Contractor assumes all risk for any variance between planned and actual costs, including planned and actual termination liability. The Contractor is strictly liable for all cost variances, including cost variances attributable to indirect rate changes and shall in no event be excused from the obligation to complete performance in accordance with the price, delivery schedule, and technical requirements of this Contract.
- 6.0 If the Contract is modified, the provisions of this Article shall not limit the Contractor's obligation pursuant to GP Article entitled "Changes," to diligently pursue the performance of the Contract as modified. In the event that a unilateral modification contains a liability limit for work performed under such modification, the Contractor's obligation to pursue performance of such modification and the Institute's liability for such modification, shall, until the UM(s) is bilaterally settled, be limited by the amount of the liability limit included in the UM. Until such a UM is settled, the liability limit on the UM does not increase the baseline liability in paragraph 2.0. In the event that this Contract is deemed terminated pursuant to paragraph 3.0 of this Article or the GP Article entitled "Termination for Convenience," prior to the settlement of an outstanding UM(s), the Institute's maximum liability for all purposes, including incurred costs, termination costs (including amounts payable with respect to subcontracts and settlement costs and consideration for delivered supplies and services) and allowance for profit or fee, shall be no more than the sum of the cumulative liability amount set forth in the Incremental Liability Schedule for the Period referenced in the first sentence of paragraph 2.0 of this Article, plus the liability limit(s) set forth in the UM(s).
- 7.0 Unilateral Modification Liability Limits.
- 7.1 Reserved.
- 7.2 Reserved.
- 8.0 In the event that this Contract contains a provision providing for progress payments, such provision shall be subject to the limitations set forth in this Article and the "contract amount" referred to in any such provision for progress payments is the Firm Fixed Price of this Contract set forth in paragraph 1.0 of ARTICLE 3, PRICE AND PAYMENT.
- 9.0 The provisions of the Article shall in no way limit the Institute's rights under the GP Article entitled Default.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CALIFORNIA INSTITUTE OF TECHNOLOGY

By_____

By_____

Instructions to Contractor:

Do not insert date on Preamble page.